



**ECLB BID NO. 006/2026/27**

**“PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY**

<b>NO.</b>	<b>INDEX</b>	<b>DOCUMENTS</b>
1.	TENDER NOTICE	
2.	TERMS OF REFERENCE/ SPECIFICATION	
3.	GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT	
4.	INVITATION TO BID	SBD1
5.	PRICING SCHEDULE PROFESSIONAL SERVICES	SBD 3.3
6.	DECLARATION OF INTEREST	SBD 4
7.	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	SBD 6.1
8	JOINT VENTURE -DISCLOSURE	

**Date of Issue: 19/06/2026**

**Closing date: 10/07/2026**



## BID NOTICE

The Eastern Cape Liquor Board invites prospective bidders to bid for the following:

No	BID REFERENCE NUMBER	DESCRIPTION OF SERVICES	CLOSING DATE	ENQUIRIES
1	ECLB BID NO.006/2026/27	<b>“PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY</b>	10 July 2026 @ 12h00 midday	Technical Enquiries Contact Ms Linda Tini Tel No. 043 7000 900
2	<b>Compulsory Briefing</b>	Virtual Meeting will be held via Microsoft Teams and the link must be requested from <a href="mailto:Hlengiwe.Vakele@eclb.co.za">Hlengiwe.Vakele@eclb.co.za</a> , <a href="mailto:Thando.Dindo@eclb.co.za">Thando.Dindo@eclb.co.za</a> Or <a href="mailto:Apelele.Ganati@eclb.co.za">Apelele.Ganati@eclb.co.za</a>	<b>Briefing date: 24 June 2026 @ 11h00 am</b> The link <b>must</b> be requested before 11h 00 am and no one will be allowed to connect after 11:15	<b>SCM Enquires</b> Contact Ms H. Vakele Tel No. 043 700 0900

Bids are hereby invited from the suitable and qualified services providers/ bidders to submit bids for the above-mentioned bid.

Bid documents will be available from ECLB Head Office as from **19 June 2026** during office hours (08:00 to 16:30) Monday to Thursday and (08:00 to 16:00) on Friday upon the payment of **non-refundable deposit of R100.00** per set of documents which is deposited to:

*Name: Eastern Cape Liquor Board, Bank: ABSA Bank Branch: East London, Account type: Cheque, Account no:41 1266-7302 , Branch no: 632005*

**As reference kindly use the Bid Number and company name: (006/2026/27) Name of company) Please provide the deposit slip as proof of payment on request for the bid documents.**

The completed documents and any supporting documentation must be placed in a sealed envelope clearly marked **“PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY** and deposited in the Bid Box situated in the ECLB Head Office reception area, in Beacon Bay Crossing by 12:00pm on the **10 July 2026** at 12h00pm. Submission register to be signed by all the submitting bidders.

### EVALUATION CRITERIA

**POINTS WILL BE AWARDED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) of 2000 AND PREFERENTIAL REGULATIONS OF 2022.**

**The Three stages Evaluation will be employed.**

*PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY*

### **1. STAGE 1: COMPLIANCE**

Bidders must comply with the set of compliance requirements stated in the bid documents.

### **2. STAGE 2: FUNCTIONALITY**

All bids received will be evaluated according to Functionality Criteria in stage 2. Only service providers who meet the minimum threshold of 70 points will proceed to stage 3.

### **3. STAGE 3 : PREFERENCE POINTS SYSTEM OF 80/20 FOR PRICE & THE SPECIFIC GOALS**

#### **STAGE 2: FUNCTIONALITY CRITERIA (Refer to the full TOR the bid for details)**

<b>Stage 1: Functionality criteria (<i>maximum of 100</i>)</b>	<b>Total Points</b>
<b>Proximity of the premises to public transport system- maximum 15 points.</b> <ul style="list-style-type: none"><li>• Premises offered are within 1-2 km radius from Public Transport Facilities (15)</li><li>• Premises offered are within 3km radius from Public Transport Facilities (10)</li><li>• Premises are more than 3km radius from Public Transport Facilities (0)</li></ul> <b>Bidders are required to submit a google maps printout/screenshot indicating the distance between the proposed premises and specified reference point as proof of compliance with the required radius.</b>	15
<b>Methodology maximum 15 points</b> <p>Design concept broadly outlining but not limited to space provisioning planning, materials and services to be used. Demonstrate your competitive advantage. (15) No design concept is not submitted. (0)</p>	15
<b>Security of the premises– maximum 15 points</b> <p>Security features of the building: -</p> <ul style="list-style-type: none"><li>• Perimeter boundary walls (5)</li><li>• 24-hour security provided (5)</li><li>• CCTV monitoring systems (5)</li><li>• Provision of biometric access system (5)</li><li>• Electric fence (5)</li></ul> <b>Bidders must provide proof that the proposed premises have adequate security measures including but not limited to those mentioned above. Proof may include photographs, security contracts, alarm monitoring, confirmation of any other supporting documentation.</b>	15
<b>Experience and capacity to deliver</b> <ul style="list-style-type: none"><li>• 3 or more years of relevant experience (15)</li><li>• 2-3 years of relevant experience (10)</li><li>• 0-1 year of relevant experience (5)</li></ul> <b>Provide at least three reference letters of leases that are not more than five (5) years old which confirm that the bidder has provided office accommodation leasing services. The ECLB reserves the right to verify the authenticity leases/reference letters submitted by the bidder.</b>	15
<b>IT Infrastructure (high speed fibre)</b> <ul style="list-style-type: none"><li>• Access to High-Speed Fiber Optic connection points inside the proposed building and permission granted to install secondary microwave link. (20)</li></ul>	20

Stage 1: Functionality criteria ( <i>maximum of 100</i> )	Total Points
<ul style="list-style-type: none"> <li>• Access to High-Speed Fiber Optic connection between 50m to 100m outside the proposed building and permission granted to install secondary microwave link. (15)</li> <li>• Access to High-Speed Fiber Optic connection is more than 100m outside the proposed building and permission is granted to install a secondary microwave link. (10)</li> <li>• No Fibre Optic; Access to fibre Optic connection more than 100m outside the proposed building (0)</li> </ul> <p>Letter from service provider confirming High-speed fiber optic connection points</p>	
<p><b>Back-up or alternate power and water</b></p> <ul style="list-style-type: none"> <li>• Back-up or alternate water source provided (10)</li> <li>• Back-up or alternate power source (10)</li> <li>• No back-up or alternate water/power sources (0)</li> </ul>	20
<b>Total</b>	<b>100</b>

N.B. Bidders must provide sufficient proof/documents to justify awarding the points above and such proof should include details of contactable references to Evaluation Criteria above.

- **A bidder must obtain a minimum of 70% in stage one to proceed to the next stage of evaluation (i.e Pricing and preferential point system). Points scored by qualifying bidders in Stage 2 will not be taken into consideration for evaluation in Stage 3.**

### STAGE 3 PREFERENCE POINTS SYSTEM

***A copy of CSD report, Shareholders, Directors, Trustees, Partnerships i.e Joint Venture or Consortiums MUST submit relevant information regarding company ownership. Documents required include Identity documents, Share Certificates, Medical Certificate and Proof of Address (i.e Utility Bill or Lease) as proof of Specific Goals. When the above documentation is not provided as proof the company will automatically score zero points for specific goals.***

CRITERIA	POINT SYSTEM
Price	80
Specific Goals	20
<b>Total</b>	<b>100</b>

**Technical Related Enquiries:**

Ms L.L. Tini

Eastern Cape Liquor Board

10 Beacon Bay Crossing

Beacon Bay

KuGompo City

Tel. No.: 043 700 0900

Email Add.: [Linda.Tini@eclb.co.za](mailto:Linda.Tini@eclb.co.za)

**Procurement Related Enquiries:**

Mrs. H. Vakele

Eastern Cape Liquor Board

10 Beacon Bay Crossing

Beacon Bay

KuGompo City

Tel. No.: 043 700 0900

Email Add.: [Hlengiwe.Vakele@eclb.co.za](mailto:Hlengiwe.Vakele@eclb.co.za)

**Interpretation**

The word "Bidder" in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word "ECLB" in these conditions shall mean the Eastern Cape Liquor Board

**Extent of bid**

This contract is for "**PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY.**"

Contract to be Binding.

The formal acceptance of this Bid by the ECLB will constitute a contract binding on both parties.

**Mode of bid**

All Bids shall be completed and signed: All forms, annexure, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The ECLB wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire service offered.

**Quality**

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECLB prior to the submission of a Bid.

**Insurance Claims, etc.**

The ECLB shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the ECLB against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to ECLB for scrutiny.

**Signing of Documents**

Bidders are required to return the complete set of documents duly signed.

## **Period of Validity for Bids and withdrawal of Bid after Closing Date**

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

## **Value Added Tax**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price but must be shown separately.

## **Price Escalation**

Fixed total bid price for the aforementioned services must be submitted inclusive of price escalation % if necessary, in each of the years and to be reflected to a detailed pricing schedule. No price adjustments will be allowed after the award of the contract.

## **Authority to Sign Bid Documents**

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECLB at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

## **Samples**

Not Applicable to this bid.

## **Duration of the Bid**

It is envisaged that the successful Bidder will be appointed once the bid administration process is finalised and will be required to begin work on the assignment immediately upon appointment.

## **Delivery Periods**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the ECLB, the contract form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

## **Payment**

Payment will be made on completion of each deliverable, as per agreement with service provider, and within 30 days of receipt of the invoice.

## Agreement

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. The successful bidder further agrees as follows:

The successful bidder will be required to enter into a formal agreement with ECLB. Prior to the commencement of work, agreement will have to be reached with ECLB on appropriate methodologies for each item of work

## Closing Date / Submitting of Bids

Bids must be submitted in sealed envelopes clearly marked “**ECLB BID NO. 006/2026/27 – “PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY.** Bids must be deposited in the Bid Box situated in the **ECLB** Head Office reception area, at Shop No. **10 Beacon Bay crossing, Beacon Bay**, KuGompo City **on the 10 July 2026 at 12H00 midday.** Submission register has to be signed by all the submitting bidders.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

## Bid Enquiries

**Any enquiries regarding the bidding process or procedure should be directed to:**

### Technical Enquiries

Ms. L.L Tinin  
Eastern Cape Liquor Board  
10 Beacon Bay Crossing  
Beacon Bay  
KuGompo City  
Tel. No.: 043 700 0900  
Email Add.: [Linda.Tini@eclb.co.za](mailto:Linda.Tini@eclb.co.za)

Mrs. H. Vakele  
Eastern Cape Liquor Board  
10 Beacon Bay Crossing  
Beacon Bay  
KuGompo City  
Tel. No.: 043 700 0900  
Email add.: [Hlengiwe.Vakele@eclb.co.za](mailto:Hlengiwe.Vakele@eclb.co.za)

## TERMS OF REFERENCE

### PROVISION OF OFFICE ACCOMMODATION: HEAD OFFICE IN KUGOMPO CITY

#### 1. PURPOSE

The Eastern Cape Liquor Board (ECLB) invites suitably qualified service providers to submit proposals for provision of office accommodation for its Head Office in KuGompo City (formally known as East London), preferably within a radius of two kilometers from public transport facilities. The preferred location for office accommodation is Vincent or Beacon Bay. Bidders are further requested to submit proposals for various lease duration options as detailed under Compulsory Terms and Conditions, clause 4.8, to support operational flexibility, value for money and long-term accommodation planning.

#### 2. BACKGROUND

- Eastern Cape Liquor Board is a statutory entity established in terms of Eastern Cape Liquor Act 10 of 2003.
- The ECLB has its head office in KuGompo City and satellite offices in Mthatha, Gqeberha, Nxuba, Komani and Maluti.
- The current lease for head office space will be expiring on 30 November 2026.

#### 3. OFFICE ACCOMMODATION REQUIREMENTS

No	Bid Reference No	Building Requirement	Square Meters	Closing date and time
1	ECLB/	ECLB Office accommodation in KuGompo City preferably within a radius of two kilometers from public transport facilities, and preferable in Vincent or Beacon Bay.	A minimum usable area of 1357,20 square meters and 45 parking bays.	Closing date: 10 July 2026
2	Compulsory Briefing	A virtual compulsory briefing session will be held on the 24 July 2026 at 11h00 midday on Ms Teams. The Link must be requested before 10h00 am. No one will be accepted in the meeting after 11h15 am		

### 3.1. Specific Office Space Requirements:

Category	Quantity	Unit area desired (m <sup>2</sup> )	Electricity and network points
<b>Office of the CEO</b>			
Chief Executive Officer – enclosed office	1	28,00	B
Chief Executive Private Boardroom	1	20,00	C
PA to CEO – enclosed office	1	12,00	A
Board Secretary – enclosed office	1	15,00	A
Strategic Planning Manager – enclosed office	1	20,00	B
Legal Services Manager – enclosed office	1	20,00	B
Interns – open plan	3	19,8	A
Storage area	1	17,00	C
<b>Total</b>		<b>151,80</b>	
<b>Compliance and Enforcement Division</b>			
Category	Quantity	Unit area desired (m <sup>2</sup> )	Electricity and network points
Senior Manager's office - enclosed office	1	22,00	B
PA to Senior Manager - enclosed office	1	12,00	A
Quality Assurance Manager - enclosed office	1	20,00	B
Senior Inspector - enclosed office	1	20,00	B
Inspectors - partially enclosed open plan	4	39,6	A
GIS Technician - partially enclosed open plan	1	9,9	A
Admin staff/interns - open plan	4	32	A
Storage area	1	17	A
<b>Total</b>		<b>172,50</b>	
<b>Licensing Division</b>			
Category	Quantity	Unit area desired (m <sup>2</sup> )	Electricity and network points
Senior Manager - enclosed office	1	22,00	B
PA to Senior Manager - enclosed office	1	12,00	A
Process Controller - enclosed office	1	20,00	B
Admin staff/interns - open plan	13	85,80	A
Public consultation offices	2	20	A
Record room/storage area - Licensing files archive	2	90,00	A
<b>Total</b>		<b>249,80</b>	
<b>Social Accountability</b>			
Category	Quantity	Unit area desired (m <sup>2</sup> )	Electricity and network points
Senior Manager Social Acc - enclosed office	1	22,00	A

<b>Category</b>	<b>Quantity</b>	<b>Unit area desired (m<sup>2</sup>)</b>	<b>Electricity and network points</b>
PA: Senior Manager Soc Acc - enclosed office	1	12,00	A
Social Accountability Manager - enclosed office	1	20,00	B
Senior Communication Officers - partially enclosed open plan	3	29,7	A
Admin staff/interns - open plan	10	66	A
Storage area	1	30	A
<b>Total</b>		<b>179,70</b>	
<b>Corporate Services division</b>	<b>Quantity</b>	<b>Unit area desired (m<sup>2</sup>)</b>	<b>Electricity and network points</b>
Senior Manager - enclosed office	1	22,00	B
PA to Senior Manager - enclosed office	1	12,00	A
Human Resources Manager - enclosed office	1	20,00	B
Human Resources Practitioner - partially enclosed open plan	1	9,90	A
Human Resources Administrator - partially enclosed open plan	1	6,6	A
Senior SCM Officer - partially enclosed open plan	1	9,9	A
SCM officer - partially enclosed open plan	1	6,6	A
Fleet Controller - partially enclosed open plan	1	6,6	A
Interns - open plan	3	19,8	A
Storage area 1- SCM	1	17	A
Storage area 2 - HR	1	17	A
<b>Total</b>		<b>147,40</b>	
<b>Finance Division</b>	<b>Quantity</b>	<b>Unit area desired (m<sup>2</sup>)</b>	<b>Electricity and network points</b>
Senior Manager - enclosed office	1	22,00	B
PA to Senior Manager - enclosed office	1	12,00	A
Financial Manager - enclosed office	1	20,00	B
Accounting Administrator - partially enclosed open plan	1	9,9	A
Revenue Administrator - partially enclosed open plan	1	9,9	A
Interns - open plan	3	19,80	A
Storage area	1	17	A

*PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY*

Category	Quantity	Unit area desired (m <sup>2</sup> )	Electricity and network points
<b>Total</b>		<b>110,60</b>	
<b>Information Communication Technology</b>	<b>Quantity</b>	<b>Unit area desired (m<sup>2</sup>)</b>	<b>Electricity and network points</b>
ICT Manager - enclosed office	1	20,00	B
ICT Technical staff - partially enclosed open plan	2	19,2	B
Interns - open plan	2	13,2	A
Secure ICT Server room	1	12,00	B
Storage area	1	17,00	A
<b>Total</b>		<b>81,40</b>	
<b>Meeting spaces</b>			
Main Board room	1	50,00	D
Additional Board rooms	2	40,00	D
Meeting room (IA/AG/breakaway space)	1	25,00	C
<b>Total</b>		<b>115,00</b>	
<b>General Areas (149)</b>	<b>Quantity</b>	<b>Unit area desired (m<sup>2</sup>)</b>	<b>Electricity and network points</b>
Reception Area (including public/ customer seating area)	1	53,00	B
Kitchen area x2 (two separate kitchens, 15 m <sup>2</sup> each) with storage space	2	30,00	C
Staff area	1	18,00	C
Ablution facilities (6 separate toilets, 8 m <sup>2</sup> each) 2 out of 6 should cater for people with disabilities (males and females ensure adherence to OHS Act requirements and with fittings supplied by the Bidder). If shared by multiple companies, Bidder is to provide cleaning services.	6	48,00	
<b>Total</b>		<b>149,00</b>	
<b>MINIMUM USABLE SPACE (exclusive of stairways and corridors)</b>		<b>1357,20</b>	
Secured, paved and ECLB demarcated parking bays 45 in total, divided into 20 covered and 25 uncovered including 4 for people living with disabilities.	<b>45</b>		

A - 1 red plug, 2 white plugs, 2 network points; B - 2 red plugs, 4 white plugs, 3 network points; C - 2 red plugs, 4 white plugs; D - 5 red plugs, 8 white plugs; E - 1 red plug, 3 white plugs

- 3.2. Any bidder who provides less than the minimum usable space stated above will not be considered.
- 3.3. The detailed space requirements and square meter allocations are provided as guidance on minimum operational accommodation needs.
- 3.4. The final internal layout shall not necessarily be arranged according to divisions structures. The Bidder must propose an efficient, flexible and functional office design incorporating a combination of enclosed offices, open-plan workspaces and semi-enclosed collaborative areas. Open-plan office areas may include enclosed or semi-enclosed pods/offices for small teams, confidential work, focused workstations or operational requirements.
- 3.5. The bidders must take into consideration the utilisation of existing ECLB furniture and office equipment when preparing their accommodation layout proposals. Visits must be arranged with the ECLB for the on-site measuring of existing furniture.

#### **4. COMPULSORY BIDDING TERMS AND CONDITIONS**

- 4.1. The premises should be in a safe and secure environment that is easily accessible to the public transport system to ensure ease of access for our clients.
- 4.2. Compulsory briefing will be held on the **24 June 2026 at 11h00am** on a Virtual Meeting on MS **Teams and no one will be connected after 11h15 am.**
- 4.3. The link must be requested before 10h00 am from [Hlengiwe.Vakele@eclb.co.za](mailto:Hlengiwe.Vakele@eclb.co.za), or [Apelele.Ganati@eclb.co.za](mailto:Apelele.Ganati@eclb.co.za).
- 4.4. Closing date: **10 July 2026 at 12h00 midday.**
- 4.5. The offices must be ready for occupation by **15 November 2026.**
- 4.6. The date for the site inspection / viewing of offices will be communicated with qualifying bidders.
- 4.7. The ECLB requires bidders to submit pricing proposals for multiple lease duration options in order to allow the entity to evaluate the most advantageous solution based on operational requirements, affordability, value for money, flexibility and long-term sustainability.
- 4.8. Bidders are therefore required to provide separate pricing proposals for each of the following lease term options:
- 4.8.1. **Option 1:** Three (3) year lease period with an option to extend for an additional two (2) years.
- 4.8.2. **Option 2:** Five (5) year lease period with an option to extend for an additional two (2) years.
- 4.9. The ECLB reserves the right to appoint a bidder based on any one of the above lease options, subject to affordability, operational sustainability, and budget availability.
- 4.10. Submission of pricing for all lease term options is compulsory. Failure to submit pricing for all options may render the bid non-responsive.

- 4.11. The final lease term shall be determined by the ECLB upon conclusion of the evaluation and adjudication process and shall be formalised in the Service Level Agreement.
- 4.12. Bidders must provide separate detailed pricing schedules for each of the above options showing the total bid price including all costs and VAT (no hidden costs/ unknown costs will be accepted). Maximum escalation rate must not exceed 6.5% per annum.
- 4.13. The pricing schedule should further clearly indicate yearly and monthly rental rate inclusive of all costs, value added tax and escalation. The ECLB shall be responsible for electricity and water costs.
- 4.14. The ECLB reserves the right to extend the lease agreement for a period not exceeding two years, subject to operational requirements satisfactory performance, budget availability and mutual agreement between the parties.
- 4.15. The ECLB reserves the right, subject to reasonable notice and consultation, to reduce or reconfigure portions of the leased space should operational requirements change during the contract period. The mechanism and notice period for such reduction shall be agreed upon in the lease agreement.
- 4.16. The lease agreement shall be subject to continued budget availability and affordability. In the event of material budget constraints affecting the ECLB, the parties may, through mutual consultation and agreement, review the scope of the leased space, occupation arrangements and associated rental costs.

#### **4.17. Construction and appearance of the building**

- 4.17.1. The design, construction and appearance of the building, including internal and external finishes shall be of a standard acceptable to the ECLB.
- 4.17.2. The installation shall be as per ECLB space requirements (i.e. combination of enclosed offices and flexible open plan workspaces, including partially enclosed areas for small teams, confidential work and operational requirements) of the floor area to be partitioned in demountable partitioning complete with glazed panels. Aluminium glass partition walls shall be used to divide the total floor area of the building into office and other areas required. The walls shall have a noise reduction factor of not less than 45 dB within a range of 100 to 1000 hertz.
- 4.17.3. Appropriate acoustic treatment and noise reduction measures must be implemented within open-plan office environments to minimise operational noise disruptions.
- 4.17.4. The office accommodation must provide for adequate access for persons living with disabilities etc. including but not limited to wheelchair friendly ablution facilities with requisite bar, for office environment as well as public interface area, provision of a safe and secure wheelchair ramp and railings, and lifts should the building have multiple floors.

- 4.17.5. The leased area shall be for the sole use of the ECLB and shall not form part of any shared access and/or routes leading to areas that do not form part of the lease.
- 4.17.6. Separate ablution facilities must be provided for staff and visitors/public clients. Visitor ablutions must be easily accessible from reception and public interface areas without requiring access to secure staff office zones.
- 4.17.7. Adequate lifts must be available for staff to access the office work area from ground floor of any building that has more than two (2) floors. Lifts must be suitable for and accommodating people living with disabilities. Proof of lift maintenance contract must be provided at site handover. Maintenance contract must be in place for the duration of the contract.
- 4.17.8. The boardrooms should preferably include movable acoustic partitioning systems to allow the space to be subdivided or expanded depending on operational requirements.
- 4.17.9. Public consultation rooms must include suitable physical separation measures between clients and staff members for safety and security purposes. Such measures may include glazed partition screens, service counters, panic buttons or similar protective installations while maintaining accessibility and professional interaction.
- 4.17.10. The accommodation must allow for the corporate image of the entity to be enhanced and clearly visible from the street front.
- 4.17.11. Blinds must be fitted in all outside windows except for the toilets; made to measure and the colour as well as material to be chosen by the ECLB. Frosted vinyl (minimum, to door height) on internal glass panels and glass doors.
- 4.17.12. All offices shall be provided with lockable glass and aluminium doors, and each fitted with a good quality lock with three keys fitting one lock only and which shall be handed over to the ECLB Representative at time of handing over of the building.
- 4.17.13. Provision is to be made for at least (2) separate kitchenettes, in which “hot and cold” water is available. Sink to be housed in an appropriate floor mounted cabinet complete with matching wall mounted cabinet’s above.
- 4.17.14. A centralized electric geyser system will not be permitted. Hot water shall instead be supplied through energy-efficient instant hot water systems, hydroboil systems or equivalent technology.
- 4.17.15. Cabinet – tops to be fitted with no less than a granite post formed top. Provision is to be made to house a microwave, floor standing fridge and a kettle.
- 4.17.16. Floor covering must be of an acceptable quality and material. Foyers, passages, kitchens bathrooms to be tiled either in a ceramic or non-slip porcelain tiles. Office to be carpeted with carpet tiles. No unfinished cement screen shall be permitted.

#### **4.18. Mandatory documents**

- 4.18.1. Bidder must provide proof of ownership for the premises or a mandate to confirm that you are able to lease the premises on behalf of the registered owner. Copy of the deed document or signed mandate agreement or company resolution must be provided.
- 4.18.2. The following documents must accompany the tender documentation. FAILURE TO SUBMIT WILL INVALIDATE THE BID: a certified copy of the original building plan approved for the subject property when first developed, however should the building be older than 30 years a stamped letter from local municipality will be accepted, current zoning of the property, certification on nonhazardous building material, building grade certificate, copy of municipal/ ESKOM account for the premises.
- 4.18.3. All required building compliance certificates will be issued to the lessee 20 (twenty) days before hand-over of the building if not supplied with the bid. Non-compliance will lead to cancellation of the award. Certification must include the following: Fire, Electrical, Roof, Institute of Plumbing SA, Certificate of Compliance in terms of Occupational Health and Safety Act, Occupation Certificate, Borer Beetle Clearance Certificate where applicable, as well as Air Quality Certificate, Water Quality Test Certificate. Should it be an existing building with a lift- a Lift report is required signed off by a professional lift service provider.
- 4.18.4. The bidder must provide with the bid an approved existing floor plan and a floor plan (not to scale) sketch indicating the proposed office layout as per the detailed workspace requirements - indicating all areas, emergency exits, plus ablution facilities for clients and people living with disabilities as well as position of existing or new lifts if required.

#### **4.19. ICT Server room**

- 4.19.1. The Bidder will be required to provide a 12m<sup>2</sup> server room to be constructed out of brick and mortar (230mm thick). The server room is to be fitted with two compartment (UPVC) power skirting and CAT6 data cabling in terms of the SITA minimum requirements for server rooms for Government/ State Owned institutions. The server room is to be secured by means of a biometric as primary access control system and keypad access control system as backup.
- 4.19.2. The server room must be properly ventilated and equipped with a minimum of 2 x 12 000 BTU independent air-conditioning units to cater for the computer equipment. The server room be equipped with an earth bar in accordance with South African National Standards. One unit to serve as a backup unit.

4.19.3. The server room must have raised flooring to prevent damage to equipment in the event of flooding and 1.2m wide fireproof door with a one and half hour fire rating, as well as be equipped with access control, automated fire extinguisher and smoke detector.

4.19.4. The server room must include appropriate acoustic insulation or soundproofing measures to minimise operational noise impact on adjacent office areas.

#### 4.20. **Cabling, network and telephone points**

4.20.1. The Bidder will be required to provide power skirting and ICT (CAT6) cabling in accordance with the latest technical specifications (KRONE Standards) as follows: -

4.20.2. workstations, pause rooms – two (2) data points each,

4.20.3. boardrooms – five (5) data points in each.

4.20.4. seven (7) points for open plan printing stations.

4.20.5. Telephone jack and fly leads to be provided as per approved layouts, WI-FI router data points to be provided to ensure coverage for the entire premises.

4.20.6. The building must have reliable cellular signal reception, fibre connectivity capability and adequate WIFI coverage to support business operations and modern workplace requirements. The Bidder must permit the installation of additional signal enhancement solutions where required.

4.20.7. The Bidder will be required to connect and patch cables, including fibre connectivity, into the cabinets, supplied and installed by the Bidder with 32 AMP connectors feeding to the UPS. UPS to be resistant to surges during load shedding.

4.20.8. Fly leads to be provided as per approved layouts. The Bidder will be required to connect and patch cables, including fibre connectivity, into the cabinets (supplied and installed by the Bidder with 32 AMP connectors feeding to the UPS). UPS to be resistant to surges during load shedding.

4.20.9. The Bidder shall provide and install two (2) lockable 42U cabinets/racks within the server room, complete with cable management systems, power distribution units, patch panels and adequate ventilation. The ICT infrastructure must support both enclosed offices and flexible open plan space arrangements, including future workstation reconfiguration and expansion.

4.20.10. Bidder is required to provide trunking for electrical, network and telephone cabling in each of the offices/ workstations should be fitted by the Bidder in all areas indicated as per table below:

- A - 1 red plug, 2 white plugs, 2 CAT6 data/network points
- B - 2 red plugs, 4 white plugs, 3 CAT6 data/network points
- C - 2 red plugs, 4 white plugs
- D - 5 red plugs, 8 white plugs

- E - 1 red plug, 3 white plugs

4.20.11. The above requirements apply per workstation/ office unless otherwise specified.

4.20.12. In open plan areas, electrical and data reticulation must be designed to support flexible workstation configuration and future reconfiguration with minimal disruption.

4.20.13. All essential red power plugs shall be connected to UPS and /or generator backed supply.

4.20.14. All network and electrical installations must be clearly labelled and documented and provided at handover.

#### **4.21. Ventilation and Air conditioning**

4.21.1. The proposed offices must have sufficient ventilation and comply with health and safety standards.

4.21.2. All offices, meeting rooms and occupied working areas must have access to natural light and fresh air either through external windows, operable windows, or compliant fresh-air mechanical ventilation systems.

4.21.3. No permanently occupied office space shall be entirely enclosed without access to natural or mechanically circulated fresh air.

4.21.4. All habitable areas to be supplied with mechanical installations to supply fresh air.

4.21.5. All offices including open plan, reception area and filing rooms must be air-conditioned.

4.21.6. The building must be fitted with a suitable and effective air-conditioning system, catering for the respective work areas (floors) as zones which operate independently.

4.21.7. The bidder must indicate the type of air-conditioning system to be fitted or is already fitted in the building which complies with SABS standards.

4.21.8. The Bidder shall be responsible for the maintenance and repairs in respect of the air-conditioning system during the period of lease.

4.21.9. The Bidder will conclude a contract with an independent air-conditioning contractor in terms of which:

4.21.9.1. Complaints in respect of the reported air-conditioning problems need to be logged and responded to within a period of (2-4) hours of being reported.

4.21.9.2. Complaints reported in respect of air-conditioning problems need to be resolved with (24) hours after the initial report.

4.21.10. Proof of an air-conditioning maintenance contract and air quality certificate must be provided at the time of site handover. The maintenance contract must be in place for the duration of the contract.

#### **4.22. Water supply**

- 4.22.1. The municipal water supply where applicable shall be metered separately for the ECLB.
- 4.22.2. Water supply and drainage for the buildings must comply with South African National Standards (SANS) for Water and Drainage for Buildings.
- 4.22.3. The bidder is to ensure that there is continuous water supply to the offices. An emergency in-line water supply must be provided.

#### **4.23. Electrical supply**

- 4.23.1. The power supply where applicable shall be metered separately (prepaid will be preferable) and installation is to comply with all relevant regulations and by-laws.
- 4.23.2. The Bidder shall provide secured space for the ECLB owned generator (DELLENT: DE-W137, 360\220V) and connection to the main power supply such that the generator connects automatically once load shedding or any other power constraints occurs.
- 4.24. Electricity and water consumption for the leased premises shall be separately metered. Monthly consumption statements and copies of municipal or sub-meter readings must be provided to the ECLB together with monthly invoices for payment. Estimated or apportioned utility billing will not be accepted unless approved in writing by the ECLB.

#### **4.25. Lighting**

- 4.25.1. Each separate division/area of the building shall be provided with its own centrally located master light switch.
- 4.25.2. All office light fittings to be controlled by dual technology PIR motion sensors and should be LED energy saving bulbs.
- 4.25.3. All lighting installations shall provide adequate illumination levels for office use, measured at the working plane in accordance with applicable SANS standards.
- 4.25.4. All lamps and light fittings must comply with the latest energy saving regulations.

#### **4.26. Security requirements**

- 4.26.1. The bid proposal should clearly outline and include provision of security for the building and parking bays. The proposed building should have appropriate security features such as perimeter fencing, physical security guard during both daytime and nighttime, access-controlled entrance and exit to the premises, CCTV coverage of the building exterior and parking bays. Provide full details of such security features.
- 4.26.2. The Bidder shall ensure that appropriate physical security controls are implemented within the building. This shall include, but not be limited to, a switch operated stand-alone electric lock-controlled access between the reception and office areas.

- 4.26.3. ECLB must be given rights to improve security within the building where it is not provided. The Bidder shall permit the ECLB to install, operate and maintain its own alarm, intrusion detection and related security systems within the leased premises, subject to reasonable coordination and compliance with building requirements.
- 4.27.** The premises must provide one records storage room that complies with applicable records management, safety and security standards.
- 4.28. The Bidder must ensure proper and adequate maintenance of the exterior of leased premises together with common areas for the duration of the agreement.
- 4.29. Full-building maintenance services to be provided by the Bidder, i.e. painting, repairs to the building, plugs, locks, bulbs, doors, air conditioners etc. and gardening services where gardening is available.
- 4.30. Fire protection equipment to be installed to comply with South African National Standards (SANS), which will be maintained and serviced regularly by the Bidder. Full Fire maintenance plan must be provided.
- 4.31. No warehouse or Industrial type buildings shall be accepted. Previous warehouse typology buildings reconfigured to office will not be accepted.
- 4.32. Floor to ceiling heights-a clear floor to ceiling height of as close possible to 2.7m throughout shall be maintained in all general areas of building. Where a certain function inside a building necessitates a higher floor to ceiling height, the specific areas will be identified, and height specified as part of the accommodation particulars. Conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in offices and public areas.
- 4.33. All walls and ceilings, whether painted or finished otherwise, shall be of a neutral colour to be approved by the ECLB. Walls of kitchens, stairs, entrance halls and toilets shall be washable and hardwearing and acceptable to the ECLB.
- 4.34. The successful bid must make provision for the re-use of the existing furniture of the ECLB. Provision must be made for the on-site measuring of existing furniture and placement on the proposed layout.
- 4.35. The Bidder shall appoint a dedicated contract manager or liaison person responsible for all operational, maintenance, billing and lease-related matters for the duration of the lease agreement.

## **5. OTHER TERMS AND CONDITIONS OF THE BID**

- 5.1. Eastern Cape Liquor Board reserves the right not to make any appointment from the submitted bids.
- 5.2. ECLB does not bind itself to accept the bid with highest score.
- 5.3. ECLB reserves the right to cancel this bid and pursue an alternative course of action at any time without incurring any liability towards any bidder.

- 5.4. Bidders are advised that submission of bids give rise to no contractual obligations on the part of the ECLB.
- 5.5. In addition to adherence to the specific terms and conditions of proposal provided in this document, the bidder shall be bound by the provisions of the General Conditions of Contract attached hereto.
- 5.6. Three additional copies of the formal proposal must be submitted.
- 5.7. All bid submissions shall become the property of the ECLB and shall not be returned.
- 5.8. All bidders must be registered in the National Treasury Central Supplier Database.
- 5.9. Tax compliance PIN CODE is required from the SARS and should be provided by the bidders.
- 5.10. The successful bidder will be subject to security clearance process as prescribed by National Treasury. This process includes verification of supplier and its shareholders/ directors/ member's status on the list of defaulters and restricted suppliers.
- 5.11. No services shall be rendered, or goods delivered before an official ECLB Purchase Order form has been received.
- 5.12. The successful bidder will sign a Service level Agreement.
- 5.13. **Disclaimer:** Should the Service Provider not deliver according to the contract specifications and/or Service Level Agreement (SLA) at any time during the contract period, the ECLB has the right to cancel the contract.
- 5.14. It must be specifically noted that any legal costs emanating from any dispute from the agreement between ECLB and the Service Provider are not to be included in rental costs.
- 5.15. The bidder must declare that there is no pending litigation against the proposed leased property.
- 5.16. Tenders received after the specified time and date will not be considered and accepted.
- 5.17. All bids must be valid for 90 days to give enough time for evaluation process.
- 5.18. A consortium or joint venture (JV) and companies must submit the following documentation:
- CIPC registration documents for each participating entity;
  - Shareholder and/or Trustee information for each member;
  - Certified copies of identity documents of all relevant company owners, directors, members, shareholders, or trustees;
  - A formal Joint Venture Agreement;

Failure to submit the required documentation may result in the bid being deemed non-responsive or the bidder not receiving points applicable to specific goals.

**N.B: Completion of the returnable forms below is mandatory and failure to do so will render the bid offer invalid. These forms must be completed in full on the original and must be signed.**

- I. SBD 1: Invitation to bid
- II. SBD3.1: Pricing Schedule
- III. SBD 4: Declaration of Interest
- IV. SBD 6.1: Preference Points Claim form (6.1 only)

- 5.19. The ECLB may request written clarification or further information regarding any aspect of the proposal submitted. Service providers must supply requested information in writing within the stipulated timeframe after the request has been made, or their bid may be disqualified.
- 5.20. Service providers shall not qualify their bid with their own conditions. If a service provider does not specifically withdraw its own conditions of the bid when called upon to do so, the bid response will be declared invalid.
- 5.21. Payments of the monthly rental shall be paid on the 07th day of the month upon submission of the invoice.
- 5.22. Bidders are encouraged to demonstrate meaningful participation of women, youth and persons with disabilities either through ownership, management, employment, subcontracting or enterprise development, and provide proof thereof.
- 5.23. In line with POPIA by providing a bid and/or related documentation to the Eastern Cape Liquor Board, the bidder consents to the processing of it's Personal Information, as defined in the Protection of Personal Information Act 4 of 2013 and any other applicable data protection legislation, for the purposes of the procurement purpose, including but not limited to the evaluation, adjudication and appointment of a successful bidder/quoter. The submitted information may also be utilised for any audit and/or legislative reporting purposes.
- 5.24. Where applicable, the bidder warrants that it has obtained the necessary consent to process any personal information of its employees and/or any third parties whose personal information is provided for the bid /quotation. In addition, the bidder consents that Eastern Cape Liquor Board to: -
- verify any personal information with the National Treasury CSD website, including verification of references.
  - verify any other regulatory/ industry or any accredited/certification bodies.
- 5.25. At any stage should the bidder wish to withdraw its consent as detailed hereabove, it must do so in writing and address such notification to the Senior Manager of Corporate Services. The personal information collected for the purpose of this bid will be retained for the period after the finalization of the procurement process in accordance with the ECLB's Records Management Policy.

## 6. EVALUATION CRITERIA

6.1 All bid offers received shall be evaluated based on the two stages criteria: Stage 1 for Functionality and Stage 2 for Preferential Point System.

### Stage one: Functionality criteria

Stage 1: Functionality criteria ( <i>maximum of 100</i> )	Total Points
<p><b>Proximity of the premises to public transport system- maximum 15 points.</b></p> <ul style="list-style-type: none"> <li>• Premises offered are within 1-2 km radius from Public Transport Facilities (15)</li> <li>• Premises offered are within 3km radius from Public Transport Facilities (10)</li> <li>• Premises are more than 3km radius from Public Transport Facilities (0)</li> </ul> <p><b>Bidders are required to submit a google maps printout/screenshot indicating the distance between the proposed premises and specified reference point as proof of compliance with the required radius.</b></p>	15
<p><b>Methodology maximum 15 points</b></p> <p>Design concept broadly outlining but not limited to space provisioning planning, materials and services to be used. Demonstrate your competitive advantage. (15)</p> <p>No design concept is not submitted. (0)</p>	15
<p><b>Security of the premises– maximum 15 points</b></p> <p>Security features of the building: -</p> <ul style="list-style-type: none"> <li>• Perimeter boundary walls (5)</li> <li>• 24-hour security provided (5)</li> <li>• CCTV monitoring systems (5)</li> <li>• Provision of biometric access system (5)</li> <li>• Electric fence (5)</li> </ul> <p><b>Bidders must provide proof that the proposed premises have adequate security measures including but not limited to those mentioned above. Proof may include photographs, security contracts, alarm monitoring, confirmation of any other supporting documentation.</b></p>	15
<p><b>Experience and capacity to deliver</b></p> <ul style="list-style-type: none"> <li>• 3 or more years of relevant experience (15)</li> <li>• 2-3 years of relevant experience (10)</li> <li>• 0-1 year of relevant experience (5)</li> </ul> <p><b>Provide at least three reference letters of leases that are not more than five (5) years old which confirm that the bidder has provided office accommodation leasing services. The ECLB reserves the right to verify the authenticity leases/reference letters submitted by the bidder.</b></p>	15
<p><b>IT Infrastructure (high speed fibre)</b></p> <ul style="list-style-type: none"> <li>• Access to High-Speed Fiber Optic connection points inside the proposed building and permission granted to install secondary microwave link. (20)</li> <li>• Access to High-Speed Fiber Optic connection between 50m to 100m outside the proposed building and permission granted to install secondary microwave link. (15)</li> <li>• Access to High-Speed Fiber Optic connection is more than 100m outside the proposed building and permission is granted to install a secondary microwave link. (10)</li> <li>• No Fibre Optic; Access to fibre Optic connection more than 100m outside the proposed building (0)</li> </ul>	20

Stage 1: Functionality criteria ( <i>maximum of 100</i> )	Total Points
Letter from service provider confirming High-speed fiber optic connection points	
<b>Back-up or alternate power and water</b> <ul style="list-style-type: none"> <li>• Back-up or alternate water source provided (10)</li> <li>• Back-up or alternate power source (10)</li> <li>• No back-up or alternate water/power sources (0)</li> </ul>	20
<b>Total</b>	<b>100</b>

Bidders must provide sufficient proof/documents to justify awarding the points above and such proof should include details of contactable references to Evaluation Criteria above.

**A bidder must obtain a minimum of 70 points in stage one in order to proceed to the next stage of evaluation (i.e Pricing and preferential point system). Points scored by qualifying bidders in Stage 1 will not be taken into consideration for evaluation at Stage 2.**

#### Stage 2: Price and Preference point system

*A copy of CSD report, Shareholders, Directors, Trustees, Partnerships i.e Joint Venture or Consortiums MUST submit relevant information regarding company ownership. Documents required include Identity documents, Share Certificates, Medical Certificate and Proof of Address (i.e Utility Bill or Lease) as proof of Specific Goals. When the above documentation is not provided as proof the company will automatically score zero points for specific goals.*

Criteria	Point System
Price	80
Specific Goals	20
<b>Total</b>	<b>100</b>

**Specific Goals Category:** Specific Goals are broken as follows:

Specific Goal Category	Allocation of Points 20	Form of evidence
<b>Black Ownership: Enterprise Owned by Black Persons i.e., Africans, Coloured, Indians, and Others as defined by the Constitution of South Africa</b> <ul style="list-style-type: none"> <li>▪ 51% or more Black owned enterprises</li> <li>▪ 50% - 10% Black ownership</li> <li>▪ Less than 10% Black ownership</li> </ul>	<p style="text-align: center;">4</p> <p style="text-align: center;">2</p> <p style="text-align: center;">0</p>	CIPC document, Certified Copy of ID and Shareholder's certificate supporting CSD report
<b>Women Ownership</b> <ul style="list-style-type: none"> <li>▪ 51% or more Women Ownership</li> <li>▪ 50%- 10% Women Ownership</li> <li>▪ Less than 10% Women Ownership</li> </ul>	<p style="text-align: center;">6</p> <p style="text-align: center;">3</p> <p style="text-align: center;">0</p>	
<b>Youth ownership</b>	4	

<ul style="list-style-type: none"> <li>▪ 51% or more Youth ownership</li> <li>▪ 50%- 10% Youth ownership</li> <li>▪ Less than 10% Youth ownership</li> </ul>	2 0	
<b>Disability</b> <ul style="list-style-type: none"> <li>▪ 51% or more Disability ownership</li> <li>▪ 50%- 10% Disability ownership</li> <li>▪ Less than 10% Disability ownership (Provide proof disability)</li> </ul>	2 1 0	Certified cop of disability certificate
<b>Locality</b> Enterprise located in the Eastern Cape Province or Enterprise located in the area where goods are required	2	Proof of business Address (Municipal Rates Statement or Lease Agreement)
<b>SMME/ EME</b> SMME constitutes turnover less than 50 million per annum. EME an enterprise that has an enterprise that has a turnover of no more than 10 million per Annum.	2	Valid BBBEE Certificate / Affidavit /CSD report
<b>Total</b>	<b>20</b>	

Bidders are required to submit the following documents to claim points for specific goals:

A copy of the CSD report. Detailed information on shareholders, directors, trustees, and partners. In the case of joint ventures or consortiums, all parties must submit relevant information regarding company ownership.

Supporting documents, including certified copies of identity documents, share certificates, CIPC certificate, medical certificates (where applicable), and proof of address (e.g. utility bill or lease agreement,).

Failure to provide the above documentation as proof will result in the bidder scoring zero points for specific goals.

## 7. SUBMISSION OF BID PROPOSALS

Bid proposals should be submitted in sealed envelopes and marked “ **ECLB BID NO. 006/2026/27 - PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY**”, to the Chief Executive Officer should be deposited in the tender box of the Eastern Cape Liquor Board situated in the he Bid Box situated in **ECLB reception area, at Shop No. 10 Beacon Bay Crossing, Beacon Bay, KuGompo City at 12h00**. Submission register must be signed by all the submitting bidders.

**Bid documents are available at R 100.00 non- refundable fee.**

### **Banking Details:**

**Name:** Eastern Cape Liquor Board

**Branch:** KuGompo City

**Bank Name:** Absa

**Account Type:** Cheque Account No 4112667302

**Branch no:** 630097

*PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY*

as reference kindly use the Bid Number and Company name (006/2026-27/Name of Company) please provide the deposit slip as proof of payment on request for the bid documents.

**Closing Date: 10 July 2026.**

## GENERAL CONDITIONS OF CONTRACT

### TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Increase/decrease of Quantities
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the provider's performance
23. Penalties
24. Termination for defaults
25. Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. Transfer of Contract
35. Amendments of Contract
36. National Industrial Participation Programme (NIPP)
37. Prohibition of restrictive Practices



## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Chief Executive Officer”** means the CEO of ECLB or her/his duly authorized representative.
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that are substantially different in basic characteristics or in purpose or utility from its components.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.13 **“ECLB”** means Eastern Cape Liquor Board
- 1.14 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.15 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to

establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.16 “**GCC**” means the General Conditions of Contract.
- 1.17 “**Goods**” means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 “**Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.19 “**Letter of acceptance**” means the written communication by ECLB to the contractor recording the acceptance by ECLB of the contractor’s tender subject to the further terms and conditions to be itemized in the contract.
- 1.20 “**Local content**” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 “**Project site,**” where applicable, means the place indicated in bidding documents.
- 1.24 “**Purchaser**” means the organization purchasing the goods.
- 1.25 “**Republic**” means the Republic of South Africa.
- 1.26 “**SCC**” means the Special Conditions of Contract.
- 1.27 “**Services**” means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.28 “**Signature date** “ means the date of the letter of acceptance.
- 1.29 “**Tender**” means an offer to supply goods/services to ECLB at a price.
- 1.30 “**Tenderer**” means any person or body corporate offering to supply goods/services to ECLB.
- 1.31 “**Written**” or “**in writing**” means hand-written in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, ECLB shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

### **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of contract documents and information; inspection**

- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of fulfilling the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so, required by the purchaser.
- 5.4 The provider should permit the purchaser to inspect the provider's record relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

### **6. Patent rights**

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider develops documentation/projects for ECLB, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECLB.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the ECLB the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to ECLB as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to ECLB and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa or abroad, acceptable to ECLB, in the form provided in the bidding documents or another form acceptable to ECLB; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by ECLB and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analysis**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is bad condition that supplies to be produced or services to be rendered should be at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor should be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections will be carried out, the purchaser shall make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may, on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned to the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to

substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **13. Incidental services**

- 13.1 The provider may be required to provide any or all the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods.
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

## **14. Spare parts**

- 14.1 As specified, the provider may be required to provide any or all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

**18. Increase/decrease of quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

**19. Contract amendments**

- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**20. Assignment**

- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**21. Subcontracts**

- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

**22. Delays in the provider's performance**

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the

contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

## **23. Penalties**

23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **24. Termination For Default**

24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:

- (a) if the provider fails to deliver any or all the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
- (b) if the provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## **25. Anti-Dumping and Countervailing Duties and Rights**

25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **26. Force Majeure**

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that he delays in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in

writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **27. Termination For Insolvency**

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser,

## **28. Settlement of Disputes**

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28.3 Should it not be possible to settle a dispute by means of mediation; it may be settled in a South African court of law.

28.4 Notwithstanding any reference to mediation and / or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **29. Limitation of Liability**

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **30. Governing Language**

30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **31. Applicable Law**

31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **32. Notices**

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **33. Taxes and Duties**

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

## **34. Transfer of Contracts**

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

## **35. Amendment of Contracts**

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

## **36. National Industrial Participation Programme (NIP)**

- 36.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## **37. Amendment of Contracts**

- 37.1 In terms of Section 4 (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor (s) was / were involved in collusive bidding (or bid rigging).
- 37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

37.3 If a bidder (s) or contractor (s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bidder (s) for such item (s) offered and /terminate the contract in whole or part, and / or restrict the bidder (s) or contract (s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder (s) or contractor(s) concerned.

---

**DATE**

---

**SIGNATURE OF BIDDER**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE LIQUOR BOARD</b>					
BID NUMBER:	006/2026/27	CLOSING DATE:	10/07/2026	CLOSING TIME:	12H00PM
DESCRIPTION	<b>PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
EASTERN CAPE LIQUOR BOARD SHOP.NO.10 BEACON BAY CROSSING, BEACON BAY, KUGOMPO CITY					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

*PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY*

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF THE BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## ANNEXURE B 1

## SUMMARY OF THE PRICING SCHEDULE- FIRM PRICES

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number.....
Closing Time 12:00	Closing date:10 July 2026

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

**OPTION 1 - PERIOD OF 3 YEARS**

DESCRIPTION	BID PRICE IN RSA CURRENCY <b>**<i>(ALL APPLICABLE TAXES INCLUDED)</i></b>	
	Period	Total Annual (including VAT)
<b>PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY</b>	Year 1	
	Year 2	
	Year 3	
	<b>TOTAL</b>	

**GRAND TOTAL BID PRICE FOR A PERIOD OF THREE (3) YEARS R \_\_\_\_\_ INCL VAT**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

*PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY*

**OPTION 1 - TO EXTEND FURTHER PERIOD OF TWO (2) YEARS**

ITEM DESCRIPTION	BID PRICE IN RSA CURRENCY <b>**<i>(ALL APPLICABLE TAXES INCLUDED)</i></b>	
	Period	Total Annual (including VAT)
<b>PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY</b>	Year 1	
	Year 2	
	<b>TOTAL</b>	

**GRAND TOTAL BID PRICE FOR A PERIOD OF TWO (2) YEARS R \_\_\_\_\_ INCL**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

*PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY*

**SUMMARY OF THE PRICING SCHEDULE- FIRM PRICES**

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number.....
Closing Time 12:00	Closing date:10 July 2026

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

**OPTION 2 – PERIOD OF FIVE (5) YEARS**

DESCRIPTION	Period	Total Annual Rental (including VAT)
<b>PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY</b>	Year 1	
	Year 2	
	Year 3	
	Year 4	
	Year 5	
	<b>TOTAL</b>	<b>R</b>

**GRAND TOTAL BID PRICE FOR A PERIOD OF FIVE (5) YEARS R \_\_\_\_\_ INCL VAT**

.....  
Signature

.....  
Date

.....  
Position

.....

*PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY*

**OPTION 2 - TO EXTEND FURTHER PERIOD OF TWO (2) YEARS**

DESCRIPTION	Period	Total Annual Rental (including VAT)
<b>PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD OFFICE IN KUGOMPO CITY</b>	Year 1	
	Year 2	
	<b>TOTAL</b>	

**GRAND TOTAL BID PRICE FOR A PERIOD OF TWO (2) YEARS R \_\_\_\_\_ INCL VAT**

.....  
Signature

.....  
Date

.....  
Position

.....

*PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD  
OFFICE IN KUGOMPO CITY*

## ANNEXURE C DECLARATION OF INTEREST

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

ECPT 2022-04-01

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

### 1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Were

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, of 80/20 preference points system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Form of Evidence
<b>Black Ownership: Enterprise Owned by Black Persons i.e., Africans, Coloured, Indians, and Others as defined by the Constitution of South Africa</b> <ul style="list-style-type: none"> <li>▪ 51% or more Black owned enterprises</li> <li>▪ 50%- 10% Black ownership</li> <li>▪ Less than 10% Black Ownership</li> </ul>	<p style="text-align: center;">4</p> <p style="text-align: center;">2</p> <p style="text-align: center;">0</p>		CICP documents, certified copy of ID and Share Holders
<b>Women Ownership</b> <ul style="list-style-type: none"> <li>▪ 51% or more Women Ownership</li> <li>▪ 50%- 10% Women Ownership</li> <li>▪ Less than 10% Women Ownership</li> </ul>	<p style="text-align: center;">6</p> <p style="text-align: center;">3</p> <p style="text-align: center;">0</p>		
<b>Youth Ownership</b> <ul style="list-style-type: none"> <li>▪ 51% or more Youth Ownership</li> <li>▪ 50%- 10% Youth Ownership</li> <li>▪ Less than 10% Youth Ownership</li> </ul>	<p style="text-align: center;">4</p> <p style="text-align: center;">2</p> <p style="text-align: center;">0</p>		
<b>Disability</b> Upliftment of underprivileged communities as well as outline in detail contribution to social development	<p style="text-align: center;">2</p>		Certified copy of disability certificate
<b>Locality</b> (Enterprise located in the Eastern Cape Province or Enterprise located in the area where goods are required).	<p style="text-align: center;">2</p>		Proof of Business Address (Municipality Rates statements or Lease Agreements)
<b>SMME/EME</b> SMME constitute a turnover less than R50 million per annum. EME an enterprise that has an enterprise that has a turnover of no more than R10 million per Annum	<p style="text-align: center;">2</p>		Valid BEE Certificate/ Affidavit / CSD Report
<b>Total</b>	<p style="text-align: center;">20</p>		

## DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

**ANNEXURE "F"**  
**AUTHORITY TO SIGN THE DOCUMENT**

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECLB at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

**Please attach proof to the next page**

**AUTHORITY TO SIGN BID DOCUMENTS ATTACH HERE**

*PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD  
OFFICE IN KUGOMPO CITY*

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## JOINT VENTURE DISCLOSURE FORM

### GENERAL

- i. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii. A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

**1. JOINT VENTURE PARTICULARS**

a) Name

b) Postal address

.....  
.....

d) Physical address.....

e) Telephone.....

f) Fax.....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

**2.1(a)** Name of the Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

**2.2(a)** Name of Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

**3.2(a)** Name of Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

**3.3(a)** Name of Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

**5. OWNERSHIP OF THE JOINT VENTURE**

a) **Affirmable Joint Venture Partner ownership percentage(s) .....%**

b) **Non-Affirmable Joint Venture Partner ownership percentage(s) .....%**

c) **Affirmable Joint Venture Partner percentages in respect of: \***

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

\*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

(iv) contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

**RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	<b>NON-AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		

	<b>AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....  
.....  
.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....  
.....  
.....

(c) Signing, co-signing and/or collateralising of loans

.....  
.....  
.....

(d) Acquisition of lines of credit

.....  
.....

.....  
(e) Acquisition of performance bonds

.....  
.....  
.....  
(f) Negotiating and signing labour agreements

.....  
**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....  
(b) Major purchasing

.....  
(c) Estimating

.....  
(d) Technical management

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the “managing partner”, if any,

.....

.....

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

(c) Describe the management structure for the Joint Venture’s work under the contract

<b>MANAGEMENT DESIGNATION</b>	<b>FUNCTION</b>	<b>/</b>	<b>NAME</b>	<b>PARTNER*</b>

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint-Venture Partner”).

**10. PERSONNEL**

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint-Venture Partner” or “ex non-Affirmable Joint-Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....  
.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....  
.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

Signature.....

Duly authorized to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

Signature.....

Duly authorized to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

*PROVISION OF OFFICE ACCOMMODATION SPACE FOR EASTERN CAPE LIQUOR BOARD HEAD  
OFFICE IN KUGOMPO CITY*

**JOINT VENTURE AGREEMENT**

**ATTACH A COPY OF JOINT VENTURE  
AGREEMENT HERE**

**ANNEXURE “H”:  
LIST OF RETURNABLES**

Completion of the returnable forms below is mandatory and failure to do so will render the bid invalid. These forms must be completed in full on the original and must be signed.

**RETURNABLES DOCUMENTATION**

LIST OF ANNEXURES		Please Tick (✓) in box below
<b>ANNEXURE A</b>	SBD1 - INVITATION TO BID	
<b>ANNEXURE B</b>	SBD3 - PRICING SCHEDULE	
<b>ANNEXURE C</b>	AUTHORITY TO SIGN BID DOCUMENT	
<b>ANNEXURE D</b>	SBD 4 – DECLARATION OF INTEREST	
<b>ANNEXURE E</b>	SBD 6.1 – PREFERENCE POINTS CLAIM FORM	
<b>ANNEXURE F</b>	JOINT VENTURE DISCLOSURE	

- Bids must be submitted on the original bid documents
- The bid document must be completed in black ink, signed in all the relevant places and all pages initially.
- The bid document must be submitted in full, and no portion of the document must be detached.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**